IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE AT NASHVILLE

WYNDHAM RESORTS, I	VACATION NC.,)	
Plaint	iff,)	
v.)	No. 3:10-cv-1028
TIMESHARE ADVOCACY INTERNATIONAL, LLC, SEAN K. AUSTIN and CHARLES MCDOWELL,))))	Judge Haynes
Defen	dants.)	
	PLAINTIFF'S PI	ROPOSED VE	CRDICT FORM
Plainti	ff Wyndham Vacation Reso	orts, Inc. ("Wyn	dham" or "Plaintiff"), submits the
following Pro	posed Jury Verdict Form.		
1.	Do you find by a preponde	rance of the evi	dence that Sean Austin breached his
Salesperson A	greement with Wyndham?		
	Yes	No_	
	[If your answer to Question	n No. 1 is "yes,	' please proceed to Question No. 2. If
	your answer to Question N	o. 1 is "no," ple	ease proceed to Question No. 3]
2.	What is the amount of Wyn	ndham's damag	es due to this breach?
	[Please proceed to Question	n No. 3]	

	3.	Do you find by a preponderance of the evidence that Charles McDowell breached		
his Sal	esperso	n Agreement with Wyndham?		
		Yes No		
		[If your answer to Question No. 3 is "yes," please proceed to Question No. 4. If		
		your answer to Question No. 3 is "no," please proceed to Question No. 5]		
	4.	What is the amount of Wyndham's damages due to this breach?		
		[Please proceed to Question No. 5]		
Interna	5.	Do you find by a preponderance of the evidence that Timeshare Advocacy LLC was unjustly enriched?		
		Yes No		
		[If your answer to Question No. 5 is "yes," please proceed to Question No. 6. If		
		your answer to Question No. 5 is "no," please proceed to Question No. 7]		
LLC?	6.	What is the value of the benefit received by Timeshare Advocacy International,		
		[Please proceed to Question No. 7]		

7.	Do you find by a preponderance of the evidence that Sean Austin was unjustly		
enriched?			
	Yes No		
	[If your answer to Question No. 7 is "yes," please proceed to Question No. 8. If		
	your answer to Question No. 7 is "no," please proceed to Question No. 9]		
8.	What is the value of the benefit received by Sean Austin?		
	[Please proceed to Question No. 9]		
9.	Do you find by a preponderance of the evidence that Charles McDowell was		
unjustly enri	iched?		
	Yes No		
	[If your answer to Question No. 9 is "yes," please proceed to Question No. 10. If		
	your answer to Question No. 9 is "no," please proceed to Question No. 11]		
10.	What is the value of the benefit received by Charles McDowell?		
	[Please proceed to Question No. 11]		
11.	Do you find by a preponderance of the evidence that Timeshare Advocacy		
International	l, LLC procured a breach of the Wyndham Owner contracts?		
	Yes No		
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If your answer to Question No. 11 is "no," please proceed to Question No. 14] 12. What is the total amount of Wyndham's damages for Timeshare Advocacy International, LLC's procurement of breach of contract? [Please proceed to Question No. 13] Do you find that Wyndham has shown that that Timeshare Advocacy 13. International, LLC procured a breach of the Wyndham Owner contracts by clear and convincing evidence? Yes _____ No _____ [Please proceed to Question No. 14] 14. Do you find by a preponderance of the evidence that Sean Austin procured a breach of the Wyndham Owner contracts? Yes _____ No [If your answer to Question No. 14 is "yes," please proceed to Question No. 15. If your answer to Question No. 14 is "no," please proceed to Question No. 17] 15. What is the total amount of Wyndham's damages for Sean Austin's procurement of breach of contract? 4

[If your answer to Question No. 11 is "yes," please proceed to Question No. 12.

16.	Do you find that Wyndham has shown that that Sean Austin procured a breach of		
the Wyndham	m Owner contracts by clear and convincing evidence?		
	Yes No		
	[Please proceed to Question No. 17]		
17.	Do you find by a preponderance of the evidence that Charles McDowell procured		
a breach of the	e Wyndham Owner contracts?		
	Yes No		
	[If your answer to Question No. 17 is "yes," please proceed to Question No. 18.		
	If your answer to Question No. 17 is "no," please proceed to Question No. 20]		
18.	What is the total amount of Wyndham's damages for Sean Austin's procurement		
of breach of co	ontract?		
	[Please proceed to Question No. 19]		
19.	Do you find that Wyndham has shown that that Charles McDowell procured a		
breach of the	Wyndham Owner contracts by clear and convincing evidence?		
	Yes No		
	[Please proceed to Question No. 20]		

20.	Do you find by a preponderance of the evidence that Timeshare Advocacy		
Internation	al, LLC intentionally interfered with Wyndham's business relationships?		
	Yes No		
	[If your answer to Question No. 20 is "yes," please proceed to Question No. 21.		
	If your answer to Question No. 20 is "no," please proceed to Question No. 24]		
21.	What is the total amount of Wyndham's damages for Timeshare Advocacy		
Internation	al LLC's intentional interference with its business relationships?		
	[Please proceed to Question No. 22]		
22.	Has Wyndham proven by clear and convincing evidence with regard to Timeshare		
Advocacy	International, LLC's intentional interference with its business relationships that		
Timeshare	Advocacy International, LLC acted intentionally, recklessly, maliciously, or		
fraudulentl	y?		
	Yes No		
	[If your answer to Question No. 22 is "yes," please proceed to Question No. 23.		
	If your answer to Question No. 22 is "no," please proceed to Question No. 24]		
23.	What amount of punitive damages should be assessed to Timeshare Advocacy		
Internation	al, LLC?		
	[Please proceed to Question No. 24]		

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24.	Do you find by a preponderance of the evidence that Sean Austin intentionally		
interfered wit	h Wyndham's business relationships?		
	Yes No		
	[If your answer to Question No. 24 is "yes," please proceed to Question No. 25		
	If your answer to Question No. 24 is "no," please proceed to Question No. 28]		
25.	What is the total amount of Wyndham's damages for Sean Austin's intentional		
interference v	vith its business relationships?		
	[Please proceed to Question No. 26]		
26.	Has Wyndham proven by clear and convincing evidence with regard to Sean		
Austin's inten	tional interference with its business relationships that Sean Austin acted		
intentionally,	recklessly, maliciously, or fraudulently?		
	Yes No		
	[If your answer to Question No. 26 is "yes," please proceed to Question No. 27		
	If your answer to Question No. 26 is "no," please proceed to Question No. 28]		
27.	What amount of punitive damages should be assessed to Sean Austin?		
	[Please proceed to Question No. 28]		

28.	Do you find by a preponderance of the evidence Charles McDowell intentionally		
interfered wit	th Wyndham's business relationships?		
	Yes N	o	
	[If your answer to Question No. 28 is "	yes," please proceed to Question No. 29.	
	If your answer to Question No. 28 is "n	o," please proceed to Question No. 32]	
29.	What is the total amount of Wyndham's	s damages for Charles McDowell's	
intentional int	terference with its business relationships	?	
	[Please proceed to Question No. 30]		
30.	Has Wyndham proven by clear and con	vincing evidence with regard to Charles	
McDowell's i	intentional interference with its business i	relationships that Charles McDowell acted	
intentionally,	recklessly, maliciously, or fraudulently?		
	Yes N	о	
	[If your answer to Question No. 30 is "	yes," please proceed to Question No. 31.	
	If your answer to Question No. 30 is "n	o," please proceed to Question No. 32]	
31.	What amount of punitive damages shou	ald be assessed to Charles McDowell?	
	[Please proceed to Question No. 32]		

32.	Do you find by a preponderance of the evidence that Timeshare Advocacy		
International	, LLC violated the Ter	nessee Uniform Trade Secrets Act?	
	Yes	No	
	[If your answer to Q	uestion No. 32 is "yes," please proceed to Question No. 3	
	If your answer to Qu	estion No. 32 is "no," please proceed to Question No. 35	
33.	What is the total am	ount of Wyndham's damages for Timeshare Advocacy	
International	, LLC's violation of the	e Tennessee Uniform Trade Secrets Act?	
	[Please proceed to Q	uestion No. 34]	
34.	Do you find by a pre	ponderance of the evidence that Timeshare Advocacy	
International	, LLC's violation of the	e Tennessee Uniform Trade Secrets Act was willful and	
malicious?			
	Yes	No	
	[Please proceed to Q	uestion No. 35]	
35.	Do you find by a pre	ponderance of the evidence that Sean Austin violated the	
Tennessee U	niform Trade Secrets A	Act?	
	Yes	No	
	[If your answer to Q	uestion No. 35 is "yes," please proceed to Question No. 3	
	If your answer to Qu	estion No. 35 is "no," please proceed to Question No. 38	

36.	What is the total amount of Wyndham's damages for Sean Austin's violation of
the Tennessee	Uniform Trade Secrets Act?
	[Please proceed to Question No. 37]
37.	Do you find by a preponderance of the evidence that Sean Austin's violation of
the Tennessee	Uniform Trade Secrets Act was willful and malicious?
	Yes No
	[Please proceed to Question No. 38]
38. the Tennessee	Do you find by a preponderance of the evidence that Charles McDowell violated Uniform Trade Secrets Act?
	Yes No
	[If your answer to Question No. 38 is "yes," please proceed to Question No. 39.
	If your answer to Question No. 38 is "no," please proceed to Question No. 41]
39. violation of the	What is the total amount of Wyndham's damages for Charles McDowell's e Tennessee Uniform Trade Secrets Act?
	[Please proceed to Question No. 40]

40. Do you find by a preponderance of the evidence that Charles McDowell's violation of the Tennessee Uniform Trade Secrets Act was willful and malicious?

	Yes	No		
	[Please proceed to Question No. 41]			
41.	Do you find that	t Sean Austin engaged in the unauthorized practice of law?		
	Yes	No		
	[If your answer	to Question No. 41 is "yes," please proceed to Question No. 42.		
	If your answer t	o Question No. 41 is "no," please proceed to Question No. 43]		
42.	What is the total	l amount of Wyndham's damages for Sean Austin's unauthorized		
practice of la	ıw?			
	[Please proceed to Question No. 43]			
43.	Do you find that	t Charles McDowell engaged in the unauthorized practice of law?		
	Yes	No		
	[If your answer	[If your answer to Question No. 43 is "yes," please proceed to Question No. 44.		
	If your answer t	o Question No. 43 is "no," please proceed to Question No. 45]		
44.	What is the total	l amount of Wyndham's damages for Charles McDowell's		
unauthorized	I practice of law?			
	[Dlagsa proceed	to Question No. 45]		
	Li icase proceed	to Question no. 70]		

Do you find that Timeshare Advocacy International, LLC violated the Tennessee		
otection Act?		
Yes No		
[If your answer to Question No. 45 is "yes," please proceed to Question No. 46.		
If your answer to Question No. 45 is "no," please proceed to Question No. 47]		
What is the total amount of Wyndham's damages for Timeshare Advocacy		
s violation of the Tennessee Consumer Protection Act?		
[Please proceed to Question No. 47]		
Do you find that Sean Austin violated the Tennessee Consumer Protection Act?		
Yes No		
[If your answer to Question No. 47 is "yes," please proceed to Question No. 48.		
If your answer to Question No. 47 is "no," please proceed to Question No. 49]		
What is the total amount of Wyndham's damages for Sean Austin's violation of		
Consumer Protection Act?		
[Please proceed to Question No. 49]		
Do you find that Charles McDowell violated the Tennessee Consumer Protection		

	Yes No
	[If your answer to Question No. 49 is "yes," please proceed to Question No. 50.
	If your answer to Question No. 49 is "no," please proceed to Question No. 51]
50.	What is the total amount of Wyndham's damages for Charles McDowell's
violation of the	he Tennessee Consumer Protection Act?
	[Please proceed to Question No. 51]
51.	Do you find by a preponderance of the evidence that the Defendants engaged in a
civil conspira	acy?
	Yes No
	[If your answer to Question No. 51 is "yes," please proceed to Question No. 52.
	If your answer to Question No. 51 is "no," please sign the verdict form and alert
	an officer of the Court]
52.	List the names of the Defendants engaged in the civil conspiracy.
	[Please proceed to Question No. 53]
53.	What is the total amount of Wyndham's damages as a result of the civil
conspiracy?	
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[Please sign the verdict form and alert an officer of the Court]

Foreperson		
Date		

DATED this 14th day of December, 2011.

Respectfully submitted,

/s/ Courtney H. Gilmer
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CERTIFICATE OF SERVICE

I hereby certify that on December 14, 2011, a copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties not so indicated on the electronic filing receipt will be served by undersigned counsel by first class mail, postage prepaid. Parties may access this filing through the Court's electronic filing system. Counsel in this case who will be sent notice by the court as indicated by the electronic filing receipt or who will be served by undersigned counsel are:

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